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GAM

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

JUNYOU PAN and MAISHENG ZHANG, Individually
and on behalf of all other employees similarly situated,

Plaintiffs,

- against -

HAN DYNASTY OF UNIVERSITY CITY INC d/b/s
"Han Dynasty", NEW HAN DYNASTY INC d/b/a "Han
Dynasty", MINHAN JIANG, JING ZHANG and Angel
Doe (Last Name Unknown).

Defendants.

19 2411

Case No.

COLLECTIVE AND CLASS
ACTION COMPLAINT

JURY TRIAL DEMANDED

FILED

JUN 03 2019

KATE BARKER, Clerk
By _____ Dep. Clerk

COMPLAINT

Plaintiffs JUNYOU PAN ("Pan") and MAISHENG ZHANG ("Zhang") on their own behalf and on behalf of all other similarly situated employees of Defendants HAN DYNASTY OF UNIVERSITY CITY INC. d/b/a "Han Dynasty", NEW HAN DYNASTY INC. d/b/a "Han Dynasty", MINHAN JIANG ("Jiang"), JING ZHANG ("Zhang") and Angel Doe (Last Name Unknown) (collectively "Defendants"), by and through their counsel of record, HANG & ASSOCIATES, PLLC bring this Complaint (the "Complaint") against Defendants, and allege, upon personal belief as to themselves and their own acts, and as for all other matters upon information and belief, and/or based upon the investigation made by their counsel, as follows:

NATURE OF THE ACTION

I. Plaintiffs bring this Complaint contending that Defendants have improperly failed to pay overtime compensation to their employees, who work in Defendants' restaurant in Pennsylvania, pursuant to the overtime requirements of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq* (the "FLSA"), the Pennsylvania Minimum Wage Act ("PMWA"), 43 P.S. §§ 333.101,

et seq , and have failed to comply with the Pennsylvania Wage Payment and Collection Law ("WPCL"), 43 P.S. § 260 8, *et seq* , and violated Pennsylvania common law.

2. Plaintiffs were employed by Defendants as a cook and a kitchen helper at Defendants' Restaurant.

3. During their employment with Defendants, when Plaintiffs and all similarly situated employees worked more than forty (40) hours per week, they were not properly compensated for their overtime hours pursuant to the FLSA and the PMWA.

4. As a result of Defendants' improper and willful failure to pay its employees in accordance with the overtime requirements of the FLSA and the PMWA, Plaintiffs and all similarly situated employees have suffered damages.

5. Plaintiffs bring this action to seek redress for Defendants' unlawful and improper conduct.

JURISDICTION AND VENUE

6. The Court has subject-matter jurisdiction over this action pursuant to 29 U.S.C. § 216(b), which provides that suit under the FLSA "may be maintained against any employer...in any Federal or State court of competent jurisdiction."

7. In addition, the Court has federal question jurisdiction over this action pursuant to 28 U.S.C. § 1331.

8. The Court has jurisdiction over Plaintiffs PMWA claim pursuant to 28 U.S.C. § 1367.

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), because Defendants maintain a principle place of business in this District and a substantial part of the events which gave rise to this litigation occurred in this District.

PARTIES

10. Plaintiff Junyou Pan currently resides New York. Mr. Pan was employed by the Defendant New Han Dynasty Inc. from March 2, 2016 until May 2, 2018.

11. Plaintiff Maisheng Zhang currently resides Flushing, New York. Mr. Zhang was employed by the Defendant Han Dynasty of University city Inc. from September, 2015 to present.

12. Defendant Han Dynasty of University City Inc. is incorporated in the Philadelphia of Pennsylvania and is registered to transact business in the Philadelphia of Pennsylvania. Upon information and belief, Defendant Han Dynasty of University City Inc.'s corporate headquarters is located in this District, at 3711 Market Street, Philadelphia PA 19104.

13. Defendants New Han Dynasty Inc. is incorporated in the Limerick of Pennsylvania and is registered to transact business in the Limerick of Pennsylvania. Upon information and belief, Defendant New Han Dynasty Inc.'s corporate headquarters is located in this District, at 70 Buckwalter Rd, Limerick PA 19468.

14. Upon information and belief, Defendant Minhan Jiang is an owner, officer, shareholder, and manager of both Han Dynasty of University City Inc. and New Han Dynasty Inc. Upon information and belief, at all times relevant to the allegations herein, he had the power to hire and fire employees at both Han Dynasty of University City Inc. and New Han Dynasty Inc., establish their wages, set their work schedules, and maintain their employment records.

15. Upon information and belief, Defendant Jing Zhang is an owner, officer, shareholder, and manager of Han Dynasty of University City Inc. Upon information and belief, at all times relevant to the allegations herein, he had the power to hire and fire employees Han Dynasty of University City Inc., establish their wages, set their work schedules, and maintain their employment records.

16. Upon information and belief, Defendants Angel Doe is an owner, officer, shareholder, and manager of New Han Dynasty Inc. Upon information and belief, at all times relevant to the allegations herein, she had the power to hire and fire employees at New Han Dynasty Inc., establish their wages, set their work schedules, and maintain their employment records.

17. At all times relevant to this action, Defendants were engaged in commerce or the production of goods for commerce, or were employed by an enterprise engaged in commerce or in the production of goods for commerce within the meaning of FLSA and has had an annual gross volume of sales of not less than \$500,000.00.

18. Defendants Han Dynasty of University City Inc. and New Han Dynasty Inc. are Plaintiffs' employers with the meaning of the FLSA and PMWA.

FLSA COLLECTIVE ACTION ALLEGATIONS

19. This action is brought on behalf of the following class for purposes of the collective action provisions set forth in 29 U.S.C. § 216(b) of the FLSA:

All individuals who were employed by Defendants at "Han Dynasty of University City Inc." at 3711 Market Street, Philadelphia PA 19104 and "New Han Dynasty Inc." at 70 Buckwalter Rd, Limerick PA 19468, during the past three years (the "Collective Action Members")

20. Plaintiffs bring this case as a collective action to recover unpaid wages, unpaid overtime compensation, liquidated damages, unlawfully withheld wages, statutory penalties, attorneys' fees and costs, and damages owed to Plaintiffs and all similarly situated employees of Defendants.

21. Plaintiffs estimates that there are at least 40 members of the Class who have been uniformly affected by Defendants' improper compensation and overtime policies and practices. The precise number of class members can be easily ascertained by Defendants using their payroll

and personnel records. Given the composition and size of the class, potential opt-in class members may be informed of the pendency of this Collective Action by posting notices at the Defendants' restaurant locations or alternatively by direct mail.

22. This action is properly maintained as a collective action because Plaintiffs are similarly situated to the collective action members they seek to represent. Plaintiffs and similarly situated restaurant employees were subject to the same uniform job description, compensation and overtime policies and practices, manuals, guidelines, scripts, standards, and operational procedures and practices. Further, Defendants' willful policy or practice, whereby they have failed to pay its employees proper compensation and overtime for all hours worked have affected Plaintiffs and similarly situated employees in the same fashion.

23. Plaintiffs requests the Court to authorize prompt notice to the Class to inform them of the pendency of this action and of their right to "opt-in" to this lawsuit pursuant to 29 U.S.C. § 216(b), for the purpose of seeking unpaid wages and overtime compensation and liquidated damages and other penalties under the FLSA.

CLASS ACTION ALLEGATIONS

24. Plaintiffs bring this action individually, and on behalf of the following Pennsylvania state-wide class of similarly situated individuals, pursuant to Rule 23 of the Federal Rules of Civil Procedure:

All individuals who were employed by Defendants at "Han Dynasty of University City Inc." at 3711 Market Street, Philadelphia PA 19104 and "New Han Dynasty Inc." at 70 Buckwalter Rd, Limerick PA 19468, Since May 1, 2016 (the "Class")

25. The members of the Class are so numerous that joinder of all members is impracticable. Plaintiffs estimate that there are at least 40 members of the Class who have been uniformly affected by Defendants' improper compensation and overtime policies and practices.

The precise number of class members can be easily ascertained by Defendants using its payroll and personnel records. Given the composition and size of the class, potential opt-in class members may be informed of the pendency of this Class Action by posting notices at the Defendants' restaurant locations or alternatively by direct mail.

26. There are questions of law and fact common to the Class, including, without limitation:

- a. whether Defendants, based on its uniform and company-wide policies and practices, have failed to pay wages and overtime to Plaintiffs and the Class pursuant to the PMWA,
- b. whether Plaintiffs and the Class are entitled to overtime compensation for services rendered in excess of 40 hours per week under the PMWA,
- c. whether Defendants acted knowingly, willfully or recklessly in violating the PMWA,
- d. whether Plaintiffs and the Class have suffered and are entitled to damages, and, if so, in what amount,
- e. whether liquidated, punitive damages, or special damages are warranted under the PMWA, and
- f. whether Plaintiffs and the Class are entitled to declaratory or injunctive relief under the PMWA.

27. Plaintiffs' claims are typical of the claims of the Class members. Plaintiffs worked as a cook and a kitchen helper at Defendants' restaurant and suffered similar injuries as those suffered by the Class members as a result of Defendants' company-wide compensation policies and practices and failure to pay overtime. Defendants' conduct in improperly refusing to pay overtime compensation under the PMWA has affected Plaintiffs and the Class in the exact same way.

28. Plaintiffs will fairly and adequately represent and protect the interests of the Class. Plaintiffs are similarly situated to the Class and have no conflict with the Class members. Plaintiffs have retained competent attorneys who are experienced in class action litigation of this type and who are committed to prosecuting this action.

29. This action is properly maintainable as a class action under Rules 23(b)(1), (b)(2) and/or 23(b)(3) of the Federal Rules of Civil Procedure because: a) the prosecution of separate actions by or against individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class that would establish incompatible standards of conduct for Defendants; b) Defendants, by failing to pay proper compensation to its employees in violation of the PMWA, have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive or declaratory relief with respect to the Class as a whole; and c) the common questions of law and fact set forth above applicable to the Class predominate over any questions affecting only individual members and a class action is superior to other available methods for the fair and efficient adjudication of this case, especially with respect to considerations of consistency, economy, efficiency, fairness and equity, as compared to other available methods for the fair and efficient adjudication of the controversy.

30. Moreover, as the damages suffered by each Class member may be relatively small, the expenses and burden of individual litigation would make it difficult for the Class members to bring individual claims.

FACTUAL ALLEGATIONS

31. At all relevant times Defendants owned and operated “Han Dynasty of University City Inc.” at 3711 Market Street, Philadelphia PA 19104 and “New Han Dynasty Inc.” at 70 Buckwalter Rd, Limerick PA 19468.

32. Upon information and belief, Defendants employ at least forty (40) employees at any one time in their restaurant. Plaintiffs and a large number of Defendants' other employees have not received their: (i) wages for all hours worked; and (ii) overtime pay as required by the FLSA and PMWA.

33. Plaintiff Pan was employed as a cook at "New Han Dynasty Inc " located at 70 Buckwalter Rd, Limerick PA 19468 from March 2, 2016 until May 2, 2018. He was primarily responsible for frying food for the Defendants' restaurant patrons

34. Throughout that time and, upon information belief, both before that time (throughout the Class Period) and continuing until present, the Defendants have likewise employed other individuals, like the Plaintiff (the Collective Action Members/the Class) in positions that required little skill and no capital providing chef, server, delivery and other general restaurant services.

35. From March 2, 2016 until May 2, 2018, Plaintiff Pan worked at "New Han Dynasty Inc." He was paid \$4,500 per month from March 2, 2016 to December 31, 2017 and was paid \$4,700 per month from January 1, 2018 to May 2, 2018 by cash only

36. During this period, Plaintiff Pan worked six (6) days per week with Tuesday off, but he usually worked seven (7) days per week with extra day payment. Although on menu, Defendant's open hour is from 11:15 am to 9:30 pm on Monday, Wednesday, Thursday, Friday and Saturday. He actually worked from 11:15 am to 10:30 on Monday, Wednesday, Thursday, Friday and Saturday without any breaks. Defendant's open hour on menu is from 11:30 am to 9:00 pm on Sunday, but Plaintiff Pan actually worked from 11:30 am to 10:30 pm on Sunday without a break. Plaintiff Pan worked more than forty (40) hours per workweek on each workweek. Specifically, Plaintiff Pan worked Sixty-seven and a quarter (67.25) hours per workweek on each

workweek. Plaintiff Pan worked twenty-seven and a quarter (27.25) hours of overtime hours per workweek.

37. Plaintiff Zhang was employed as a kitchen helper at “Han Dynasty of University City Inc.” located at 3711 Market Street, Philadelphia PA 19104 from September, 2015 to present. He was primarily responsible for chopping meat for Defendants.

38. Throughout that time and, upon information belief, both before that time (throughout the Class Period) and continuing until present, the Defendants have likewise employed other individuals, like the Plaintiffs (the Collective Action Members/the Class) in positions that required little skill and no capital providing chef, server, delivery and other general restaurant services.

39. During the employment of Plaintiff by Defendants, Plaintiff Zhang was paid \$2,700 per month by a combination of cash and check from December, 2015 to October, 2016. From October, 2016 to October, 2017, Plaintiff Zhang was paid \$2,800 per month by a combination of cash and check. From October, 2017 to November, 2017, he was paid \$2,850 per month by a combination of cash and check. From November, 2017 to March, 2018, Plaintiff Zhang was paid \$2,950 per month by a combination of cash and check. From March, 2018 to present, Plaintiff Zhang was paid \$3,000 by a combination of cash and check.

40. From September, 2015 to February, 2019, Plaintiff Zhang worked six (6) day per week with Tuesday off. On Monday, Wednesday and Thursday, he worked from 11:00 am to 10:00 pm without a break. On Friday, Plaintiff Zhang worked from 11:30 am to 10:30 pm without any breaks. And on Saturday and Sunday, Plaintiff Zhang worked from 11:30 am to 10:00 pm without a break. From February, 2019 to present, Plaintiff Zhang has the same working schedule with one hour break every workday. He worked more than forty (40) hours per workweek on each

workweek. Specifically, Plaintiff worked Sixty-five (65) hours per workweek on each workweek. Plaintiff worked twenty-five (25) hours of overtime hours per workweek.

41. At no point during Plaintiffs' employments with Defendants, were they ever required to utilize any means of recording or verifying their hours worked (e.g. punch clock, sign-in sheet, fingerprint or ID scanner)

42. Plaintiffs' work was performed in the normal course of the Defendants' business and was integrated into the business of Defendants.

43. The work performed by Plaintiffs required little skill and no capital investment.

44. Plaintiffs did not supervise other employees, did not have hiring and firing authority and their job duties did not include managerial responsibilities or the exercise of independent business judgment.

45. Plaintiffs often worked in excess of 40 hours a week yet the Defendants willfully failed to pay Plaintiffs compensation for hours worked in excess of forty hours per week, including overtime compensation of one and one-half times their regular hourly rate in violation of the FLSA, PMWA and the supporting regulations

46. In addition to the Plaintiffs, during the time period Defendants usually employed at least forty (40) other employees simultaneously.

47. Such individuals have worked in excess of 40 hours a week providing cashier, cook, chef, waiter/waitress, food preparation, dish washer and cleaning, bookkeeping, delivery and other general restaurant services, yet the Defendants have likewise willfully failed to pay them for all hours worked at their agreed-upon rates as well as wages for overtime compensation of one and one-half times their regular hourly rate, in violation of the FLSA and the PMWA.

48. As stated, the exact number of such individuals is presently unknown but within the sole knowledge of the Defendants and can be ascertained through appropriate discovery.

49. Throughout all relevant time periods, upon information and belief, and during the course of Plaintiffs' own employment, while Defendants employed Plaintiffs and the Collective Action Members/the Class, the Defendants routinely required Plaintiffs and the Collective Action Members/the Class to work long days and weekends such that they were required to work well in excess of forty (40) hours per week.

50. Throughout all relevant time periods, upon information and belief, and during the course of Plaintiffs' own employment, while Defendants employed Plaintiffs and the Collective Action Members/the Class, the Defendants failed to maintain accurate and sufficient time records.

51. This practice violates the FLSA and the PMWA. See 29 U.S.C. § 207(a)(I). As a result of Defendants' unlawful practice, Plaintiffs and the Collective Action Members/the Class have suffered a loss of wages to which they are entitled under the FLSA and PMWA.

52. Defendants knew or showed reckless disregard for the fact that its failure to pay its employees overtime compensation was in violation of the FLSA and the PMWA.

COUNT I
FAIR LABOR STANDARDS ACT
29 U.S.C. § 201 *et seq.*
(UNPAID WAGES/OVERTIME)

53. Plaintiffs re-allege and incorporate by reference, all preceding paragraphs

54. Section 207(a)(I) of the FLSA states that an employee must be paid overtime, equal to 1.5 times the employee's regular rate of pay, for all hours worked in excess of 40 hours per week. Plaintiffs and similarly situated employees regularly worked more than 40 hours per week, but were not paid overtime. Defendants failed to pay overtime wages to Plaintiffs and similarly situated employees.

55. Defendants failed to accurately record actual hours worked by its employees.

56. The foregoing actions of Defendants violate the FLSA.

57. Defendants' actions were willful and not in good faith.

58. Defendants are liable to Plaintiffs and similarly situated employees for actual damages, liquidated damages and equitable relief, pursuant to 29 U.S.C. § 216(b), as well as reasonable attorneys' fees, costs and expenses.

COUNT II
PENNSYLVANIA MINIMUM WAGE ACT
43 P.S. §§ 333.101 *et seq.*
(UNPAID WAGES/OVERTIME)

59. Plaintiffs re-allege and incorporate by reference, all preceding paragraphs.

60. The PMWA requires that covered employees be compensated for every hour worked in a workweek. See 43 P.S. § 333.104(a).

61. The PMWA requires that employees receive overtime compensation "not less than one and one-half times" the employee's regular rate of pay for all hours worked over 40 in a workweek. See 43 P.S. § 333.104(c).

62. Plaintiffs and the Class are covered employees entitled to the PMWA's protections.

63. Plaintiffs and other members of the Class are not exempt from receiving PMWA overtime benefits.

64. Defendants are employers required to comply with the PMWA's mandates.

65. Defendants violated the PMWA by failing to pay Plaintiffs and other members of the Class proper compensation for all hours worked and for time spent working in excess of 40 hours during the workweek.

66. In violating the PMWA, Defendants acted willfully and with reckless disregard of clearly applicable PMWA provisions.

COUNT III
PENNSYLVANIA MINIMUM WAGE ACT
43 P.S. § 333.108
WAGE PAYMENT AND COLLECTION LAW
43 P.S. § 260.8
(FAILURE TO MAINTAIN RECORDS)

67. Plaintiffs re-allege and incorporate by reference, all preceding paragraphs.

68. Pursuant to 43 P.S. §§ 333.108 and 260.8, and the regulations implementing these laws, including 34 Pa. Code §§ 231.31 and 231.36, defendants were required to keep and maintain records containing the total hours worked each day and each workweek and other information, for a period of three years and were required to furnish to each employee a statement with every payment of wages, listing, among other things, the hours worked, rates paid, gross wages, deductions and net wages.

69. Upon information and belief, defendants failed to maintain true, accurate and complete records containing information regarding the total hours worked each day and workweek for the plaintiffs and the Pennsylvania Class and failed to furnish plaintiffs and the Pennsylvania Class with such information. The conduct of defendants was and is unlawful and in violation of the MWA and the regulations implementing the MWA and in violation of the WPCL.

COUNT IV
PENNSYLVANIA COMMON LAW
PENNSYLVANIA MINIMUM WAGE ACT
43 P.S. § 333.101
WAGE PAYMENT AND COLLECTION LAW
43 P.S. § 260.3
(BREACH OF CONTRACT)

70. Plaintiffs re-allege and incorporate by reference, all preceding paragraphs.

71. The conduct of the plaintiffs and members of the Class and the defendants, including the promise of the defendants to pay plaintiffs and members of the Class all amounts due to them in compliance with state and/or federal law in exchange for the performance by

plaintiffs and the members of the Classes of the duties of their employment, including their performance of their duties as restaurant employees, constitutes a valid contract between the parties.

72. The aforesaid contract was supported by good and adequate consideration.

73. Plaintiffs and the members of the Class fully performed all of the duties and obligations imposed upon them pursuant to their contract with defendants.

74. The conduct of defendants, in failing to pay the plaintiffs and the members of the Class all of the overtime wages due to them and other benefits, constitutes a breach of the contract between the parties.

75. Therefore, plaintiffs and the Class demand that they be paid overtime compensation, as required by the PMWA, 43 P.S. § 333.101, *et seq* and the WPCl, 43 P.S. § 260.3, for every pay period they were not paid overtime and demand reimbursement for charges, expenditures or losses incurred in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer, plus return of all other coerced investments in the business of the employer, including their investment of time, during the Class period until the date of entry of judgment plus interest and attorneys fees.

COUNT V
PENNSYLVANIA COMMON LAW
(UNJUST ENRICHMENT)

76. Plaintiffs re-allege and incorporate by reference, all preceding paragraphs.

77. Defendants have retained for themselves the wages due and owing to the plaintiff and the Class resulting from overtime hours worked contrary to federal and Pennsylvania law and resulting from expenditures charged to and incurred by plaintiffs and the Class in direct

consequence of the discharge of their duties, or of their obedience to the directions of the employer, contrary to Pennsylvania law.

78. Defendants have wrongfully failed, neglected and refused to pay to the plaintiffs and the Class all sums due to them as a result of which defendants have been unjustly enriched.

**COUNT VI
PENNSYLVANIA COMMON LAW
(GENERAL ASSUMPSIT)**

79. Plaintiffs re-allege and incorporate by reference, all preceding paragraphs

80. Plaintiffs and the Class performed services, work and labor for Defendants for which Defendants agreed to pay in accordance with federal and Pennsylvania law.

81. Defendants failed to pay plaintiffs and the Class in accordance with federal and Pennsylvania law for the services, work and labor performed by them for defendants.

82. Instead, defendants have retained and appropriated for itself the payments due and owing to the plaintiffs and the Class resulting from overtime hours worked and expenditures charged to and incurred by plaintiffs and the Class in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer, contrary to federal and Pennsylvania law.

83. Defendants are indebted to plaintiffs and the Class for the services, work and labor performed by plaintiffs and the Class and for money had and received by defendants for the use and benefit of plaintiffs and the Class during the Class period until the date of entry of judgment plus interest and attorneys' fees.

**COUNT VII
PENNSYLVANIA COMMON LAW
(QUANTUM MERUIT)**

84. Plaintiffs re-allege and incorporate by reference, all preceding paragraphs

85. Plaintiffs and the Class loyally and conscientiously served as employees of the defendants.

86. Plaintiffs and the Class created value and good will for the Defendants and generated substantial income for the Defendants.

87. The Defendants knew or should have known that Plaintiffs and other members of the class were to be fully paid for the work they performed, including overtime.

88. The Defendants did not pay Plaintiffs and the Class overtime earned and accrued for the work they performed for the Defendants.

89. Accordingly, Plaintiffs and the Class are entitled to money damages equal to the reasonable value of the labor provided to Defendants, plus interest and attorneys fees.

JURY DEMAND

Plaintiffs hereby demands a trial by jury to all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully prays that the Court enter an order:

a. certifying this action as a collective action pursuant to 29 U.S.C. § 216(b), and as a class action pursuant to Federal Rule of Civil Procedure 23;

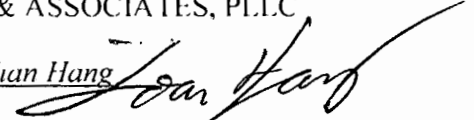
b. ordering Defendants to promptly file with this Court and furnish to counsel a list of all names and addresses of all employees who have worked for Defendants during the past three (3) years, and authorizing Plaintiffs' counsel to issue notice at the earliest possible time to these individuals, informing them that this action has been filed, of the nature of the action, and of their right to opt-in to this lawsuit if they worked hours in excess of forty (40) hours in a week during the liability period, but were not paid overtime compensation as required by the FLSA;

- c. adjudicating and declaring that Defendants' conduct as set forth above is in violation of the FLSA and the PMWA;
- d. adjudicating and declaring that Plaintiffs and similarly situated employees are entitled to overtime compensation for hours worked in excess of forty (40) hours per week;
- e. adjudicating and declaring that Defendants violated the FLSA and PMWA by failing to pay Plaintiffs and similarly situated employees for their hours worked in excess of forty hours per week;
- f. awarding Plaintiffs and similarly situated employees overtime wages in an amount consistent with the FLSA and PMWA;
- g. awarding Plaintiffs and similarly situated employees liquidated damages in accordance with the FLSA and PMWA;
- h. awarding Plaintiffs and the Class reasonable attorneys' fees and all costs of this action, to be paid by Defendants, in accordance with the FLSA and PMWA;
- i. awarding pre and post-judgment interest and court costs as further allowed by law;
- j. granting Plaintiffs and the Class leave to add additional plaintiffs by motion, the filing of written opt-in consent forms, or any other method approved by the Court; and
- k. for all additional general and equitable relief to which Plaintiffs and the Class may be entitled.

Dated: Flushing, New York
May 29, 2019

HANG & ASSOCIATES, PLLC

By: /s/ Jian Hang

A handwritten signature in black ink, appearing to read 'Jian Hang', written over the typed name.

Jian Hang, Esq. (ID # 319709)

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Attorneys for Plaintiffs

1. (a) PLAINTIFFS,
Juhyou Pan and Maisheng Zhang, Individually and on behalf of all other
employees similarly situated,

EXCEPT IN U.S. PLAINTIFF CASES)

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HAN DYNASTY OF UNIVERSITY CITY INC d/b/s "Han Dynasty",
NEW HAN DYNASTY INC d/b/a "Han Dynasty", MINPHAN JIANG,
JING ZHANG and Angel Doe (Last Name Unknown).

QNTLS PLAINTIFF CASES ONLY

NOTE IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

Attorneys (If Known)

(U.S. Government Not a Party)

Indicate Citizenship of Parties in Item III.

	PTF	DEP
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6 6

CONTRACT		TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veterans Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 88; <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities Commodities Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act	
REAL PROPERTY <input type="checkbox"/> 210 Easement and Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing Accommodations <input type="checkbox"/> 445 Amer w/Disabilities - Employment <input type="checkbox"/> 446 Amer w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus. <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other. <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	
			IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	

7 8 Multidistrict
Litigation -
Direct File

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity).
FLSA 29 USC 216(b)

Brief description of cause
overtime wages

☒ CHECK IF THIS IS A CLASS ACTION
UNDER RULE 23, F.R.Cv.P.

CHLCK YES only if demanded in complaint

JURY DEMAND: ☒ Yes ☐ No

(See instructions.)

JUDGE

DOCKET NUMBER

DATE
05/29/2019

SIGNATURE OF ATTORNEY OF RECORD

/s Jian Hand

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG JUDGE

DESIGNATION FORM

19

2411

(to be initialed by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff:

Queens, New York

Address of Defendant:

3711 Market Street, Philadelphia PA 19104; 70 Buckwalter Rd, Limerick PA 19468

Place of Accident, Incident or Transaction:

Philadelphia; Limerick

RELATED CASE, IF ANY:

Case Number

Judge:

Date Terminated:

Civil cases are deemed related when Yes is answered to any of the following questions:

- 1 Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes ☐ No ☐
- 2 Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes ☐ No ☐
- 3 Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? Yes ☐ No ☐
- 4 Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? Yes ☐ No ☐

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE

06/04/2019

Attorney-at-Law / Pro Se Plaintiff

319709

Attorney ID # (if applicable)

CIVIL: (Place a ✓ in one category only)

A Federal Question Cases.

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☒ 11. All other Federal Question Cases
(Please specify) Fair Labor Standards Act cases

B. Diversity Jurisdiction Cases:

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify)
- ☐ 7. Products Liability
- ☐ 8. Products Liability - Asbestos
- ☐ 9. All other Diversity Cases
(Please specify)

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration)

Jian Hang

counsel of record or pro se plaintiff, do hereby certify



Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs.



Relief other than monetary damages is sought.

DATE

06/04/2019

Attorney-at-Law / Pro Se Plaintiff

JUN - 3 2019

319709

Attorney ID # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38



IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

Junyou Pan and Maisheng Zhang, Individually
and on behalf of all other employees similarly situated.:

CIVIL ACTION

19

2411

Han Dynasty of University City Inc d/b/a "Han Dynasty";
New Han Dynasty Inc d/b/a "Han Dynasty"; Minhan Jiang;
Jing Zhang and Angel Doe (last name unknown)

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants (See § 103 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U S C § 2241 through § 2255 ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2 ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks (X)

May 29, 2019
Date

Attorney-at-law

Plaintiff Panjun You
Plaintiff Maisheng Zhang
Attorney for

718-353-8588

718-353-6288

jhang@hanglaw.com

Telephone

FAX Number

E-Mail Address

JUN - 3 2019